

**INTERLOCAL SERVICES AGREEMENT BY AND BETWEEN LOPATCONG TOWNSHIP, TOWN OF PHILLIPSBURG AND THE PHILLIPSBURG SCHOOL DISTRICT TO DEFINE THE PARTIES RESPECTIVE ROLES, RESPONSIBILITIES AND CONTRIBUTIONS AS THEY RELATE TO THE WIDENING AND TRAFFIC CONTROL IMPROVEMENTS ON BELVIDERE ROAD AND ROSEBERRY STREET**

**WHEREAS**, the Township of Lopatcong is a municipal corporation of the State of New Jersey [hereinafter referred to as "Lopatcong" or, collectively, the "parties"]; and

**WHEREAS**, the Town of Phillipsburg is a municipal corporation of the State of New Jersey [hereinafter referred to as "Phillipsburg" or, collectively, the "parties"]; and

**WHEREAS**, the Phillipsburg School District [hereinafter referred to as the "District" or, collectively, the "parties"] is the send/receive school district serving, for the purposes of this Interlocal Agreement, grades 9-12 from Phillipsburg, Lopatcong, Alpha Borough, Pohatcong Township, Bloomsbury Township and Greenwich Township; and

**WHEREAS**, the District is presently constructing in Lopatcong and at the intersection of Roseberry Street and Belvidere Road [hereinafter the "intersection"], a new high school serving grades 9-12; and

**WHEREAS**, the intersection divides, north and south and east and west, Lopatcong and Phillipsburg along their respective, municipal boundaries; and

**WHEREAS**, the parties have met and agree that the intersection requires certain widening and traffic control improvements and desire to enter into an Interlocal Agreement defining their respective roles, responsibilities and contributions as they relate to the intersection; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes local units as defined therein to enter into Shared Service Agreements for the provision of government services;

**Now, therefore, be it resolved that:**

1. Lopatcong has agreed to contribute the sum of \$100,000.00 to the intersection widening and improvement costs, which intersection widening and improvement costs shall include, but are not limited to, land acquisition, professional service (legal, engineering and appraisal fees and costs related directly to the intersection widening and improvements), and other fees, costs and expenses related to those intersection widening and improvement costs located in Lopatcong and/or benefiting directly the residents thereof.
2. Phillipsburg has agreed to contribute the sum of \$100,000.00 to the intersection widening and improvement costs, which intersection widening and improvement costs shall

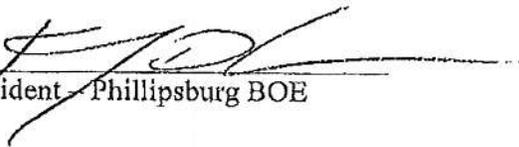
include, but are not limited to, land acquisition, professional service (legal, engineering and appraisal fees and costs related directly to the intersection widening and improvements), and other fees, costs and expenses related to those intersection widening and improvement costs located in Phillipsburg and/or benefiting directly the residents thereof.

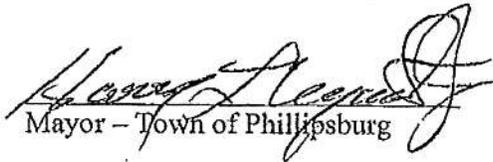
3. The Lopatcong Township Engineer is fully familiar with all aspects of this project and therefore the use of the Township Engineer for all engineering work associated with the intersection widening and improvement costs would be cost effective to all parties. The Township agrees to utilize the township Engineer for all engineering work associated with the intersection widening and improvement costs and the District agrees to reimburse to the Township for all engineer costs associated with the intersection widening and improvement costs. The District has agreed to contribute the sum of \$150,000 which shall be deposited with the Township of Lopatcong upon the execution of this Agreement. This contribution shall be used by the Township of Lopatcong, first, to pay all engineering costs associated with the intersection widening and improvement project and, second, any other costs associated with the intersection widening and improvement project.
4. Lopatcong received of a \$300,000.00 grant from the NJ DOT for intersection widening and improvement costs to the intersection, which grant was awarded to Lopatcong on Lopatcong's application and which application was made at the request of the District, and which funding was secured upon the District's meetings with NJ DOT representatives. Notwithstanding anything herein to the contrary, none of the \$300,000.00 obtained via the aforementioned NJ DOT grant shall be used by Lopatcong for the intersection widening and improvement costs referred to in paragraph number (1) above, until such time as Lopatcong has first exhausted its \$100,000.00 pledge and, then, only after applying said \$300,000.00 grant in equal shares to the same or similar intersection widening and improvement costs of Lopatcong, Phillipsburg and the District.
5. The Parties shall be equally responsible for the balance of the intersection widening and improvement costs as hereinafter defined after deductions for the contributions reflected in paragraphs (1) through (4) above and for any and all other contributions now or in the future identified and secured from the State of New Jersey, County of Warren, local municipalities, and any and all other sources, known or unknown.
6. Insofar as the new high school is located entirely within Lopatcong, as a result of which Lopatcong made application for and was awarded the NJ DOT grant above-referenced, Lopatcong shall be designated as the project leader responsible for overseeing the intersection widening and improvement project provided, however, that nothing herein contained shall give to or bestow upon the project leader any authority of any kind or nature whatsoever to modify, delete, alter, amend or change, in any way, any plan, design

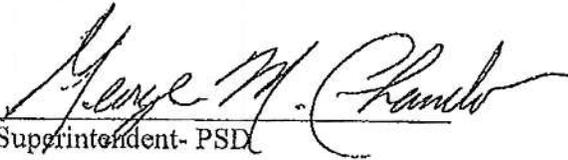
or detail related directly or indirectly to the intersection widening and improvement project without the express, written consent of the District.

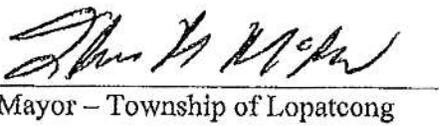
7. As used in this Interlocal Agreement, the phrase "intersection widening and improvement costs" shall refer to the acquisition of all land and easements and the acquisition, construction and installation of all intersection traffic control and ancillary signage and devices at the intersection of Roseberry Street and Belvidere Road, up to and until such intersection becomes operational and is turned over to the County of Warren and/or the Township of Lopatcong and/or the Town of Phillipsburg.
8. **Term of Agreement:** The Agreement shall remain in effect until the construction and installation of all intersection traffic control and ancillary signage and devices is complete.
9. **Termination:** This Agreement may only be terminated for cause. In the event any party should fail to perform any obligation that would lead to the timely completion of the intersection widening and improvement project, the other parties hereto may seek strict performance of those obligations. Additionally, damages shall be limited to each party's agreed upon financial contribution, including but not limited to the amount of any parties *pro rata* contribution to any unfunded balance as determined in paragraph 5 above.
10. **Relationship of the Parties:** Nothing contained herein shall be construed as creating a relationship of principal and agent, employer and employee, principal and broker, partners, joint venturers, donor and donee, or any relationship whatsoever.
11. **Non assignability:** The Agreement shall not be assigned by any party hereto without the prior written consent of the other parties.
12. **Entire Agreement:** The parties hereto agree that this Agreement represents the entire agreement between the parties. All negotiations, oral arguments, and understandings are merged herein.
13. **Binding Effect:** All of the terms and conditions to be observed and performed by the parties shall be applicable to and binding upon their several successors and assigns, as the case may be.
14. **Severability:** All agreements contained herein are severable, and in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement were not contained herein. Should performance of one or more conditions by one party be waived by any other party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by the other party.

- 15. Upon the adoption of a resolution pursuant to the Uniform Shared Services and Consolidation Act, a copy of such resolution, this contract, and any other pertinent information shall be forwarded to the Department of Community Affairs, Local Government Services within seven (7) days of execution.
- 16. A copy of this Agreement shall be open to public inspection at the offices of the local units immediately after passage of a resolution to become a party to the agreement.

  
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President - Phillipsburg BOE

  
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Mayor - Town of Phillipsburg

  
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Superintendent- PSD

  
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Mayor - Township of Lopatcong